

7512

STATE OF ILLINOIS
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office):

Debtor(s) (Last Name) and address(es)

Secured Party(ies) and address(es)

RKZ Venture Group, L.L.C.
c/o Romanek Properties, Ltd.
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

97182605

1. This financing statement covers the following types (or items) of property:

ASSIGNEE OF SECURED PARTY

See Attached Exhibit A

NC1600924 C JV

DEPT 01 RECORDING 27.50
 T#5535 TRAN 3846 03/17/97 15:10:00
 #2814 # JJ * - 97 - 182605
 COOK COUNTY RECORDER

2. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)

3. (If applicable) The above goods are to become fixtures on [The above timber is standing on . . .] [The above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on. . .] (Strike what is inapplicable) (Describe Real Estate)

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is

RKZ Venture Group, L.L.C.

4. Products of Collateral are also covered.

By:

[Signature]
Manager

Signature of (Debtor)

By:

By:

(Secured Party)*

FILING OFFICER COPY - ALPHABETICAL Rev. 3/75

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402 (2).

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EXHIBIT A TO UCC-2 FINANCING STATEMENT

To be filed with the Recorder of Deeds, Cook County, Illinois

Debtor

RKZ Venture Group, L.L.C.
c/o Romanek Properties, Ltd.
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631

Secured Party

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

COLLATERAL DESCRIPTION

All of the Debtor's right, title and interest in and to the following described property, whether now owned or hereafter acquired, including but not limited to the following (collectively referred to as the "Premises"):

(a) The real estate legally described on Exhibit A-1 attached hereto and incorporated herein and all of its estate, right, title and interest therein (the "Real Estate") situated, lying and being in the Village of Northbrook, County of Cook and State of Illinois;

(b) any after-acquired title or reversion in and to the beds of any vaults, streets, avenues, alleys and other passageways adjoining the Real Estate;

(c) all estates, appurtenances, tenements, easements, licenses, franchises, royalties and hereditaments, all gas, oil and mineral rights and privileges, all riparian, irrigation and drainage rights and privileges and all other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, relating to or benefiting the Real Estate;

(d) all of Debtor's interest and rights as seller in and to all purchase contracts or as lessor in and to all leases now or hereafter affecting the Premises or any part thereof and all rents, issues, proceeds and profits accruing and to accrue from the Premises, whether payable pursuant to any present or future purchase contract or lease or otherwise growing out of any occupancy or use of the Premises (which are pledged primarily and on a parity with the Real Estate and not secondarily);

(e) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Premises, all rights in and to all present and future fire and other hazard insurance policies pertaining to the Premises, any and all monies or other assets (including prepaid insurance policies) at any time on deposit with Secured Party or a depository designated by Secured Party (whether deposited by or on behalf of Debtor or anyone else) pursuant to any of the provisions of the Leasehold Mortgage, Assignment of Rents and Leases and Security

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Agreement dated _____, 1997 by and between Debtor and Secured Party, as amended, modified or supplemented from time to time (the "Mortgage") and all awards paid or to be paid in connection with or in lieu of any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Premises;

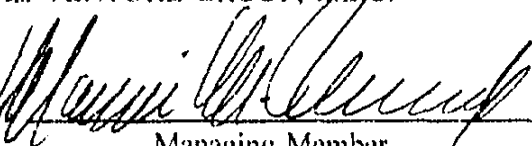
(f) all buildings and improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for the construction, reconstruction, alteration and repair of any such buildings and improvements, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises;

(g) all fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used in connection with the Premises including, but not limited to, heating, cooling, ventilating, communication and security equipment, pipes, pumps, tanks, sprinklers and other plumbing equipment and fixtures, lighting, wires, conduit and other electrical equipment and fixtures, boilers, ranges, furnaces, oil burners and units thereof, vacuum cleaning systems, elevators, escalators, engines, motors and other mechanical equipment and fixtures, awnings, screens, storm doors, windows and window treatments, stoves, refrigerators and other appliances and equipment, partitions, mantels, cabinets and other millwork, rugs, carpets, and other floor coverings, furniture and furnishings used in the operations of the Premises and all additions thereto and renewals or replacements hereof or articles in substitution therefor, whether or not the same are or shall be attached to any building or buildings in any manner, it being mutually agreed, intended and declared that all of the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Premises and for the purpose of the Mortgage to be real estate and covered by the Mortgage; provided, however, that the provisions of this paragraph shall not apply or attach to the trade fixtures or personal property of any tenant or purchaser of a Unit (as defined in that certain Construction Loan Agreement dated _____, 1997 by and between Debtor and Secured Party, as amended, modified or supplemented from time to time) on the Premises; and

(h) all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets.

RKZ VENTURE GROUP, L.L.C.

By


Managing Member

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97103605

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EXHIBIT A-1

LEGAL DESCRIPTION

A PARCEL OF LAND WITHIN THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE ON AN ASSUMED BEARING OF NORTH 01°04'54" EAST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 660.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°06'03" WEST 481.74 FEET TO A LINE THAT IS 50 FEET EASTERLY OF THE CENTER LINE OF WAUKEGAN ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 29°44'54" WEST ALONG SAID 50 FOOT LINE, 510.61 FEET; THENCE NORTHWESTERLY 527.33 FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 11,000.00 FEET (THE CHORD OF SAID ARC BEARS NORTH 31°07'18" WEST 527.28 FEET); THENCE NORTH 32°29'42" WEST 708.83 FEET TO A POINT ON A LINE 33.00 FEET NORTHEASTERLY OF THE CENTER LINE OF WAUKEGAN ROAD; THENCE NORTHEASTERLY 20.86 FEET ALONG THE LAST SAID LINE BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 4579.77 FEET (THE CHORD OF SAID ARC BEARS NORTH 32°37'32" WEST 20.86 FEET); THENCE NORTH 56°06'37" EAST 869.09 FEET; THENCE SOUTH 61°04'23" EAST 45.94 FEET; THENCE NORTH 49°40'45" EAST 890.51 FEET TO SAID NORTH-SOUTH CENTER LINE OF SECTION 14; THENCE SOUTH 01°04'54" WEST ALONG SAID NORTH-SOUTH CENTER LINE OF SECTION 14, 2474.64 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PINs: 04-14-100-023 and 04-14-100-024

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